

## **REMARKS/ARGUMENTS**

Claims 1-14, 16, 20-27 and 29-35 are pending in the present application. Claims 1, 14, 16, 27 and 29 have been amended herewith. Reconsideration of the claims is respectfully requested.

For a prior art reference to anticipate in terms of 35 U.S.C. 102, every element of the claimed invention must be identically shown in a single reference. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990). Applicants will now show that every element recited in each pending claim is not identically shown in a single reference, and thus all pending claims have been erroneously rejected under 35 U.S.C. § 102.

### **I. 35 U.S.C. § 102, Anticipation**

Claims 1-14, 16, 20-27 and 29-35 stand rejected under 35 U.S.C. § 102(b) as being anticipated by Shirley et al (U.S. Patent No. 5,692,206), hereinafter “Shirley”. This rejection is respectfully traversed.

With respect to Claim 1, such claim recites “interlocking, by the computer, the compilation of business rules, the terms and conditions set and the links to lock the contract”. As can be seen, the contract that is generated is locked by interlocking (i) the compilation of business rules, (ii) the terms and conditions set, and (iii) the links. It is respectfully urged that the cited Shirley reference does not teach or otherwise describe such interlocking step being performed to lock a generated contract. The Examiner alleges that Shirley teaches contract locking because the reference describes ‘signing’. While Applicants deny such ‘signing’ teaching (the reference describes a contract *generation* system only, where the generated document is either printed or e-mailed – and that is the extent of post-generation processing – see, e.g. col. 2, lines 55-61; Fig. 8, elements 720, 722 and 724), even assuming arguendo that such feature is taught (which Applicants deny) such teaching of an alleged ‘signing’ still does not teach the specifically recited step of Claim 1 as to *how* the contract is locked. Per the features of Claim 1, the contract is locked by interlocking (i) the compilation of business rules, (ii) the terms and conditions set, and (iii) the links. The cited reference does not teach any interlocking of a business rules compilation, a terms and conditions set and links in order to lock a contract. The Examiner merely alleges that the contract is locked because it is signed. Thus, as every element recited in Claim 1 is not identically shown in a single reference, it is urged that Claim 1 has been erroneously rejected under 35 U.S.C. § 102 as being anticipated by Shirley.

Applicants have also amended Claim 1 in accordance with the Examiner’s interpretation of the claimed computer as being merely an intended use.

Applicants initially traverse the rejection of Claims 2-14, 16, 20-27 and 29-35 for reasons given above with respect to Claim 1.

Further with respect to Claim 2 (and similarly for Claims 8, 21 and 31), it is urged that the cited reference does not teach the claimed features of “the computer further stores at least one product list filter for generating a list of a specified subset of products from a master list of products, and generates links between the product list filter, the terms and conditions set and the master list of products” – nor has the Examiner alleged any such teaching. At best, the cited reference describes a negotiating database, but such database contains ‘corporate suggestions’ and ‘user notes’ and is not described as containing any type of master product list, or the filtering of such a (missing) list to generate a subset thereof, or generation of any links to a product list filter that is used to generate such (missing) subset. Thus, it is further urged that Claim 2 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

Applicants further traverse the rejection of Claim 3 (and similarly for Claims 9, 22 and 32) for reasons given above with respect to Claim 2 (of which Claim 3 depends upon).

Further with respect to Claim 3 (and similarly for Claims 9, 22 and 32), it is urged that the cited reference does not teach the claimed feature of “the product list filter comprises a plurality of tiers, each tier generating a list of a different subset of products” – nor has the Examiner alleged any such teaching. Because the cited reference does not teach a product list filter (as described above with respect to Claim 2), it cannot teach a product list filter having the particular features recited in Claim 3. Thus, it is further urged that Claim 3 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

Applicants further traverse the rejection of Claim 4 (and similarly for Claims 10, 23 and 33) for reasons given above with respect to Claim 2 (of which Claim 4 depends upon).

Applicants further traverse the rejection of Claim 14 (and similarly for Claim 29) for reasons given above with respect to Claim 2 (of which Claim 14 depends upon).

Further with respect to Claim 14 (and similarly for Claim 27), it is urged that the cited reference does not teach the claimed features of “a mechanism for *conducting a contractual activity* over a computer network *pursuant to the contract*, comprising: a communications interface for receiving information from one of the seller and the buyer, wherein the communications interface displays selected information based on terms and conditions in the contract, and a computer for storing the contract terms and conditions, receiving the information and referencing the terms and conditions of the contract to process the information” – nor has the Examiner alleged any such teaching. The cited reference merely describes a system for *initial contract generation*. Thus, it is further urged that Claim 14 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

Applicants further traverse the rejection of Claim 16 (and similarly for Claim 29) for reasons given above with respect to Claim 14 (of which Claim 16 depends upon).

Further with respect to Claim 16 (and similarly for Claim 29), it is urged that the cited reference does not teach the claimed features of “the contract contains representation criteria comprising product selection criteria or products exclusion criteria, or both, and *the communications interface displays a filtered products list comprising a subset of products from a master product list*” – nor has the Examiner alleged any such teaching. Thus, it is further urged that Claim 16 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

Therefore, the rejection of Claims 1-14, 16, 20-27, and 29-35 under 35 U.S.C. § 102(b) as being anticipated by Shirley has been overcome.

## **II. 35 U.S.C. § 102, Anticipation**

Claims 1-14, 16, 20-27 and 29-35 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Broerman (U.S. Publication No. 2004/0054606 A1), hereinafter “Broerman”. This rejection is respectfully traversed.

With respect to Claim 1, such claim recites “interlocking the compilation of business rules, the terms and conditions set and the links to lock the contract”. As can be seen, the contract that is generated is locked by interlocking (i) the compilation of business rules, (ii) the terms and conditions set, and (iii) the links. It is respectfully urged that the cited Broerman reference does not teach or otherwise describe such interlocking step being performed to lock a generated contract. The Examiner alleges that Broerman teaches contract locking at Fig. 8 and col. 1 – col. 12. Applicants respectfully urge that (1) Broerman’s Figure 8 does not depict any type of interlocking step, as claimed; and (2) Broerman does not have a col. 1 – col. 12 (it is a published application with page numbers, not columns – and even the pages 1 – 12 of Broerman do not describe any interlocking step, as claimed). Quite simply, the cited Broerman reference does not teach any interlocking of a business rules compilation, a terms and conditions set and links in order to lock a contract, as claimed. Thus, as every element recited in Claim 1 is not identically shown in a single reference, it is urged that Claim 1 has been erroneously rejected under 35 U.S.C. § 102 as being anticipated by Broerman.

Applicants also deny that any alleged signing is equivalent to the claimed interlocking, for similar reasons to those given above, as a signing is not equivalent to interlocking a compilation of business rules, a terms and conditions set, and links, as per the specific features recited in Claim 1.

Applicants further urge that the cited Broerman reference does not teach the claimed steps of:

storing, by the computer, at least one compilation of business rules comprising a plurality of rules available to be selected for inclusion in the contract,

storing, by the computer, at least one terms and conditions set containing parameters corresponding to selected rules from the compilation of business rules,

generating, by the computer, links between the compilation of business rules and the terms and conditions set to generate specific terms and conditions to be embodied in the contract

The Examiner alleges that Broerman teaches such storing/storing/generating steps at Boerman's Fig. 8 and col. 1 – col. 12. Applicants respectfully urge that (1) Broerman's Figure 8 may describe creating a custom profile in block 300 - which may be a type of storing operation - but such custom profile creation does not pertain to storing of either a compilation of business rules or a terms and conditions set (but instead pertains to a buyer custom profile; see, e.g., Broerman paragraph [0077]); (2) Broerman's Figure 8 is directed to techniques for *searching a property database* (Broerman paragraph [0076]), and not to techniques for generating a contract; (3) Broerman does not have a col. 1 – col. 12 (it is a published application with page numbers, not columns); and (4) Broerman nominally mentions contract generation at paragraph [0081], which merely states that “a buyer 13 is afforded an opportunity to *modify the electronic purchase contract 96* (block 336) and the version of the electronic purchase contract 96 is recorded (block 338)” (Broerman paragraph [0085] similarly describes such nominal modification of a preexisting contract) – and to the extent this describes a generation of a contract, modifying a preexisting purchase contract does not teach the particular steps recited in Claim 1 for generating a contract. Thus, it is further shown that Claim 1 has been erroneously rejected due to these additional claimed features that are not described by Boerman's Fig. 8 and col. 1 – col. 12 which was cited as teaching all features of Claim 1.

Applicants initially traverse the rejection of Claims 2-14, 16, 20-27 and 29-35 for reasons given above with respect to Claim 1.

Further with respect to Claim 2 (and similarly for Claims 8, 21 and 31), it is urged that the cited reference does not teach the claimed feature of “the computer ... generates links between the product list filter, the terms and conditions set and the master list of products” – nor has the Examiner alleged any such teaching. Thus, it is further urged that Claim 2 is not anticipated by the cited reference as there are additional claimed features that are not identically shown in a single reference.

Applicants further traverse the rejection of Claim 3 (and similarly for Claims 9, 22 and 32) for reasons given above with respect to Claim 2 (of which Claim 3 depends upon).

Applicants further traverse the rejection of Claim 4 (and similarly for Claims 10, 23 and 33) for reasons given above with respect to Claim 2 (of which Claim 4 depends upon).

Applicants further traverse the rejection of Claim 14 (and similarly for Claim 29) for reasons given above with respect to Claim 2 (of which Claim 14 depends upon).

Therefore, the rejection of Claims 1-14, 16, 20-27, and 29-35 under 35 U.S.C. § 102(e) as being anticipated by Broerman has been overcome.

### **III. Conclusion**

It is respectfully urged that the subject application is patentable over the cited references and is now in condition for allowance. The Examiner is invited to call the undersigned at the below-listed telephone number if in the opinion of the Examiner such a telephone conference would expedite or aid the prosecution and examination of this application.

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Respectfully submitted,

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